

TOPCATS SAFARIS LIMITED

TERMS & CONDITIONS FOR TRAVEL & HOLIDAYS

Kindly note that your engagement with Topcats Safaris shall be bound and guided by the following terms and conditions. Please read through them. It is established that you are aware of this information throughout the relationship.

A. Step by Step about Booking Process

1. **Choose from our packages and negotiate on safari price** by making your choices on *itinerary* or *accommodation* options and *other extras not included in price* like, domestic flight(s), balloon safari(s), a visit or a reservation to a restaurant you like, a tamarind dhow cruise, or an eco-tourism venture or special mission safari for a unique journey and experience with us. Feel free to book either or all of such *extras by yourselves*, but keep Topcats informed at all times about your ventures if still under a scheduled safari. If any events happen while at the booked extras by yourselves, Topcats Safaris shall not be liable.
2. **Agreement is reached on final price and invoice generated to a payment gateway** you provide or through our appointed channels. An email copy is also sent for your signature and eventual return of a copy to us for filing.
3. **Payment is rendered through credit card payment system or direct bank transfer.** Information regarding our bank accounts (**under the company's name**) is sent at the time of invoicing. Kindly note that *charges or fees for bank transfers* are met by the payee. Credit card payments attract a **surcharge of 5%** on total invoice payment which the payee must add. Topcats Safaris issues a receipt with details on classed account rendering from payee

B. Deposits & Payments

1. All featured safari packages will require a deposit of 35% of total safari cost required at the time of booking confirmation and balance being payable 60 days before arrival date.
2. A deposit of 35% of total safari cost for special safaris will be required at time of booking confirmation and the balance payable 60 days before arrival date.
3. It is okay with us if you choose to pay full safari costs on submission of total safari invoice. You will receive copies of booking vouchers and key contacts at all locations and destinations of travel that you may write to or call to get confirmations or information regarding the booking.
4. Topcats Safaris will be willing to discuss payments to partner or agent bank accounts in the United States of America only.

C. Cancellation Policy

Any safari deposit paid shall be refunded less the cost of cancellation fees levied by hotels, camps and lodges previously booked. Cancellation parameters shall be as follows: -

1. **More than 40 days 15% of the tour price**
2. **14-40 days 25% of the tour price**
3. **6-14 days 35% of the tour price**
4. **Less than 5 days and no show no refunds**

D. Re-Scheduling & Cancellations of Booked Services

1. Bookings **confirmed and secured with a deposit** but affected unavoidable circumstances will be eligible to postpone travel arrangements for travel can be re-scheduled based on deductions shown on the cancellation policy in (E.) above. Topcats Safaris will hold credit to the value of their booking until confirmation of new dates.
2. Low, high and peak season travel has varying costs. Bookings shall be rebooked for similar period/season of year previously booked for *or* ANY other season provided the costs attached to the new travel season are covered with a new invoice
3. In cases of safari rebooking, accommodation shall be provided in the originally confirmed accommodations or agreed equivalent offered by hotels, lodges and camps in case of property unavailable or client choice of a new facility

E. Safari Invoicing, Costs and Documentation

1. Topcats Safaris discloses all expenses and does not impose extra surprise payments unknown to client at the time of invoicing and booking
2. Included are all expenses in respect of safari vehicle, driver guide as per itinerary, meals while on Safari, accommodation, entrance fees to National parks and game reserves. Complimentary services offered by us and are a special gift to our clients whom we always hope to become valued friends.
3. Topcats Safaris will send you proper documentation regarding your invoice and booking for safari. It is proper that these documents be signed by both parties and signed copies scanned, sent and copies kept in a properly indexed safari file.

F. Safari Transport

1. Topcats Safaris **prefers 4x4 travel** on our safari offerings. However, tour vehicles like sedans / saloon cars, family vans and Safari minivans will be provided depending on the tour program/itinerary and number of tour participants needing a transfer. The company reserves the right to employ the services of same standard to qualified and vetted partners.

2. Multi-language speaking driver guides are available. Services requiring special mission safari guides in addition to Driver/Guide offered for safari will be met at an extra cost to be discussed and agreed. The same is included in overall invoice to ease mid-safari transaction interruptions.

G. Safari accommodation

- Safari offers on our website are normally based on two persons sharing in a twin room / tent. Single rooms are provided at an additional cost (single room supplement). Hotel /lodges / tented camps are named as an indication of category and accommodation may be reserved at same standard hotels/lodges /tented camps. We encourage you to discuss with us your preferred accommodation sharing options for groups or family travel.

H. Alteration to tours

Our company policy is to stick to schedules. However, Topcats Safaris:-

1. Reserves the right to alter arrangements or cancel the operation of a scheduled tour should inevitable conditions arise.
2. Reserves the right to decline to accept or retain any person as a member of any tour at any time, in which case an equitable amount will be refunded.

H. Price changes

Our company policy is to stick to original price arrangements as invoiced and paid for, but may consider

1. Prices based on tariffs or other operational costs imposed under *force majeure* mentioned below.
2. Extra ordinary costs arising from new taxation or other changes shall be agreed as extras to paid before arrival

I. Travel Insurance

- A. We recommend that you and/or each member of your party to acquire adequate and comprehensive travel insurance covering cancellation or curtailment, as well as medical expenses, emergency travel, personal accident, personal baggage, money loss ad any other cover necessary while travelling.
- B. It is important to have this arranged at the time of booking confirmation and the information provided to us at earliest convenience. Kindly note that it is your responsibility to secure appropriate insurance, on your account , and that Topcats Safaris Ltd will NOT be liable in any way whatsoever for lack, misrepresentation or any eventualities that may occur thereof.
- C. We request that you provide us with your insurance provider's name, together with the policy number and the insurance company's emergency contact telephone number in case of any emergency whilst you are traveling. Topcats Safaris is a partner with World Nomads and can offer you affiliate connection to acquire travel insurance that is affordable and inclusive. We encourage you to discuss with us because different countries have different travel insurance laws and policies.

J. Health Issues & Insurance

1. Topcats Safaris recommends that you travel with a valid health insurance certificate. However, your Emergency Flying Doctor evacuation is always included in the safari price and the temporary membership card issued to you on arrival.
2. We encourage and remind our clients to adhere to their doctors' recommendations and to get vaccinations or prescriptions before arrival.

K. Other Liability

1. The company and its agents act only as agents of the tours, transport, etc. and shall not be liable for injury, delays, loss or damage in any manner.
2. The company liability to passengers carried in its own vehicle is governed by the laws of the country in which the tour takes place and no other country.
3. All claims are subject to the jurisdiction of the courts of the country in which the actions arise.
4. The company reserves the right to employ subcontractors for all or part of the services.
5. The company shall not be held responsible for any loss or damage to luggage not directly under our care.

L. Issues/Complaints on Safari

1. We issue feedback forms / journal books to be filled by our clients (if possible daily) to be submitted on a web or mobile apps for immediate attention by the safari overseers to the hotel, lodge, camp or to other parties affecting travel commitments by Topcats Safaris
2. We encourage our clients to surrender such forms or documentation to the driver/guide or request personal submission to the office or team leaders.
3. A summary of the complaints (in case not addressed on site) shall be communicated to the company in writing within 30 Days of completion of Safari tour for necessary action

M. Reviews and Recommendations at Key Travel Review Web Spheres

- We appreciate and welcome positive reviews at Trust Pilot, Safaribookings.com, yourafricansafari.com, Trip Advisor or other places where our web site features.

N. Refunds Policy

- Refunds agreed on are sent less bank transfer / transaction costs. The company agrees to bear administrative costs involved as our good will and commitment to mitigate losses by our valued clients

O. Special Security

- Topcats has had the privilege of hosting celebrities on Safari. We agree to special privacy security arrangements that our client wish to have provided that proper information is communicated about travel itineraries.

Q. Force Majeure

- Natural disasters and happenings ought to be understood as impossible retributions and shall be treated as such impossible travel cancellations.

R. Our Final Commitment to Serve our Clients

- As a trusted and valued tours and travel service, we shall attempt in all possible ways to indemnify losses of travel not borne by our Trusts, and which are necessary to settle clients with whom our correspondence and discussions allow for the same.